

**FIRST AMENDMENT TO AGREEMENT FOR COLLECTION OF  
RESIDENTIAL REFUSE AND RECYCLABLES, AND OTHER RELATED  
SERVICES WITHIN THE CITY OF DERBY, KANSAS**

This First Amendment is made and entered into this 13<sup>th</sup> day of September, 2011, by and between:

**THE CITY OF DERBY, KANSAS**, a municipal corporation (“City”);

and

**WASTE CONNECTIONS OF KANSAS, INC.**, a Delaware corporation authorized to do business in Kansas, with its principal office at 2745 N. Ohio St., Wichita, KS 67219 (“WCI”);

**WHEREAS**, the parties entered into an agreement, dated July 30, 2009 (“Agreement”), pursuant to which WCI is authorized to collect, transport and properly dispose of residential refuse and recyclables generated within the City; and

**WHEREAS**, the parties now desire to amend the Agreement in certain particulars;

**NOW THEREFORE**, in consideration of the mutual promises herein contained, the parties agree as follows:

1. Subsection “C” of section 12 of the Agreement shall be amended to read as follows:

C.	Additional carts	
	65 or 95 gallon trash cart	\$7.00/month
	95 gallon RecycleBank cart	\$3.75/month

2. The first paragraph of subsection “B” of section 14 of the Agreement shall be amended to read as follows:

B. Two Free Coupons: WCI shall provide each customer with two coupons good for either a Bulky item pick-up or Delivery of a pick-truck load of waste to the WCI transfer station. Each coupon may be used for either service for a total of two free services provided per year. Such coupons, which shall be transferable, shall be provided to customers in the same mailing as any annual notice of rate adjustment.

3. The first paragraph of subsection A of section 15 of the agreement shall be amended to read as follows:

A. Annually, as of December 1, WCI may adjust customer service rates and charges established pursuant to this Agreement for any or all of the following reasons:

4. Paragraph (3) of subsection "A" of section 15 of the Agreement shall be deleted in its entirety.

5. Subsection "A" of section 25 of the Agreement shall be amended to read as follows:

A. The term of this Agreement shall be ten (10) years commencing December 1, 2009 ("Effective date") and terminating November 30, 2019. The City may, at its option, extend the term of this Agreement for up to three (3) additional years based on WCI performance, including but not limited to low assessed liquidated damages, satisfactory customer survey and timely payment of any money owed to City.

6. Appendix 2, "Terms of Customer Service Agreement," shall be amended as provided in this section:

A. The first paragraph shall be amended to read as follows:

**What we will collect.** We will collect residential refuse and commingled recyclables in carts we provide, within one week of your requesting services. You must place refuse and recyclable materials in the appropriate carts. There can only be extra bags with the 95-gallon service. If the resident has a 65-gallon cart, they will be charged \$1 for each bag. Please remember that the City requires you to put out carts for collection no earlier than 2:00 p.m. on the day before scheduled collection and retrieve them no later than 9:00 a.m. on the day following collection.

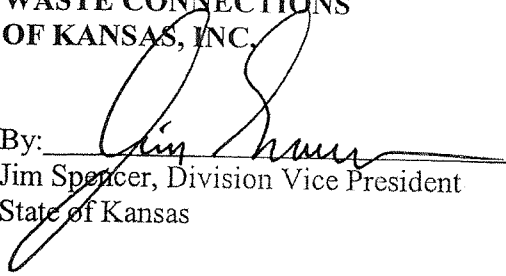
B. The fourth paragraph shall be amended to read as follows:

**When we will Collect.** We will make collections once a week between the hours of 6:00 a.m. and 6:00 p.m. on the same day of the week indicated on your invoice (Monday through Friday) each week. If your scheduled collection day falls on or after a holiday, collection will be delayed by one day (Friday customers will have their collection on Saturday). The holidays we observe are New Year's Day, Thanksgiving, and Christmas. Should there be a permanent change in your scheduled collection day, we will notify you in advance. If we miss your collection, please call us and we will return to pick it up, without charge, on the same day if the driver is still in the City of Derby. If driver has already left the City of Derby WCI will pick up the missed stop the following day. We will resolve any other complaints within the same time period.

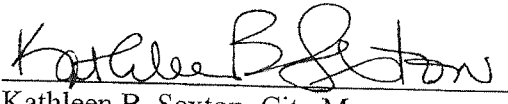
7. Except as otherwise specifically provided herein, the Agreement together with its several appendices shall continue in full force and effect according to its terms.

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Agreement as of the date first set forth above.

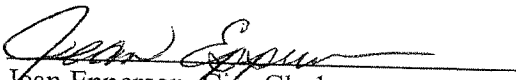
WASTE CONNECTIONS  
OF KANSAS, INC.

By:   
Jim Spencer, Division Vice President  
State of Kansas

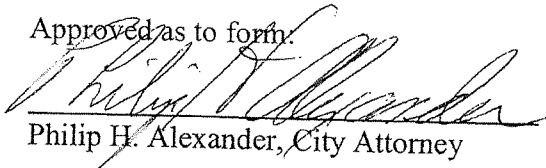
CITY OF DERBY, KANSAS

  
Kathleen B. Sexton, City Manager

Attest:

  
Jean Epperson, City Clerk

Approved as to form:

  
Philip H. Alexander, City Attorney